



REQUEST FOR PROPOSAL

**RATHDRUM PRAIRIE DEPTH-TO-
BEDROCK INVESTIGATION AND
DEEP MONITORING WELL INSTALLATION
PROJECT**

Idaho Department of Water Resources
July 2006

TABLE OF CONTENTS

1.0 INTRODUCTION

- 1.1 Request for Proposal**
- 1.2 Purpose**
- 1.3 Summary of Work**
- 1.4 Schedule**

2.0 SUBMISSION OF PROPOSAL

- 2.1 Vendor Submittal Information**
- 2.2 Questions**
- 2.3 Cost Proposal Sheets**
- 2.4 Equipment and Materials List**
- 2.5 Vendor Reference List**
- 2.6 Vendor Signature Page**
- 2.7 Proposal Review and Evaluation**

3.0 SPECIAL CONDITIONS

4.0 TECHNICAL SPECIFICATIONS

ATTACHMENTS

- Attachment 1, Map of Drilling Location**
- Attachment 2, Hydrogeologic Setting**
- Attachment 3, Standard Terms and Conditions**

IDAHO DEPARTMENT OF WATER RESOURCES
Rathdrum Prairie
Depth-to-Bedrock Investigation and Deep Monitoring Well Installation Project
Request for Proposal

1.0 GENERAL INFORMATION

1.1 Request for Proposal

The Idaho Department of Water Resources (IDWR), through this Request for Proposal (RFP), is seeking a qualified contractor to provide drilling and well installation services. The contractor will provide all labor, materials, equipment, and temporary facilities necessary to install one monitoring well on the Rathdrum Prairie near Athol, Idaho. The Work will be performed under a unit price contract. The contract period shall commence fifteen (15) calendar days from the date of the Notice-of-Acceptance-of-Proposal and the Contractor shall complete all Work by September 10, 2006.

1.2 Purpose

The intent of this project is to construct and complete one well on the Rathdrum Prairie for long-term monitoring and data collection. The well will be constructed to establish accurate depth-to-bedrock measurements and be completed as a long-term monitoring well. Three options for completing the project are described in Technical Specifications Section 2.02. The Contractor shall submit Cost Proposal sheets for any or all of the options.

1.3 Summary of Work

Drilling and well installation will occur on the Rathdrum Prairie in Idaho at the approximate location shown on Attachment 1. Prior to well completion, borehole geophysical logs will be run as described on the Cost Proposal sheets (Section 2.3).

The Contractor shall be responsible for reviewing local conditions per Section SC-15 of this bid package. The hydrogeologic setting is described in Attachment 2. An electronic copy of Attachment 2 can be found on the World Wide Web at <http://pubs.usgs.gov/sir/2005/5227/>.

Please contact Janet Garrett (208-287-4821), should the Contractor require a hard copy of Attachment 2.

The Contractor shall perform all Work required to provide IDWR, as specified herein, for the construction and completion of one monitoring well. **IDWR RESERVES THE RIGHT TO ELIMINATE OR ADD TO THE LINEAR FEET OF DRILLING AND BOREHOLE GEOPHYSICAL LOGGING, AND THE TOTAL DEPTH AND SCREEN LENGTH OF THE MONITORING WELLS, AND TO REDUCE OR ADD TO ALL OTHER BID ITEMS IMPACTED BY THESE CHANGES.** The Contractor performing this Work must be a licensed driller in the State of Idaho.

The Contractor shall provide adequate staff and resources to maintain steady progress during all phases of Work. **For complete technical specifications see Section 4.0.**

1.4 Schedule

Contract Time. The successful vendor shall, within fifteen (15) calendar days after IDWR mails a notice of acceptance of proposal, return the signed agreement. The contract period shall commence fifteen (15) calendar days from the date of the Notice-of-Acceptance. The Contractor shall complete all Work, no later than September 10, 2006.

2.0 SUBMISSION OF PROPOSAL

2.1 Vendor Submittal Information

Each Vendor submittal shall be in the format outlined in this section. Cost Proposals shall be submitted on the Cost Proposal sheets provided in Section 2.3. There should be no unnecessary attachments, enclosures, or exhibits. Each section of the proposal shall be clearly identified. Failure to follow these instructions may cause disqualification.

IDWR reserves the right to accept or reject any or all Proposals on this specification.

IDWR shall be the final authority with regard to whether a Proposal is responsive to the RFP.

The total contract price shall include all work, materials, and equipment needed to complete the project. The vendor shall include costs for such other items in the most appropriate category (cost item).

Receipt of Proposals. Sealed proposals for the Rathdrum Prairie Depth-to-Bedrock Investigation and Deep Monitoring Well Installation Project under Request for Proposal No. 0686 will be received and time-stamped by the Idaho Department of Water Resources (IDWR) no later than **3:00 PM MST on August 9, 2006.**

Submit one (1) original proposal with signature page and four (4) copies.

Hand deliver/mail, your Proposal to:

**Idaho Department of Water Resources
Attn: Janet Garrett
322 East Front Street
Boise, ID 83720**

Each vendor shall submit a Proposal that consists of three elements: (1) Statement of Firm Qualifications; (2) Drilling Plan and supporting documents; and (3) Cost Proposal. No Proposal shall be considered complete without all component elements being submitted.

(1) Statement of Firm Qualifications & References

Each vendor shall prepare a Statement of Firm Qualifications to perform the work described in this RFP and will include firm history, key personnel, and similar projects. The Contractor shall have been engaged in the business of exploratory drilling and monitoring well installation using applicable drilling methods for a period of at least ten (10) years. The Statement may not be more than five pages in length. Contractor shall include a list of all subcontractors, project role, and qualifications within their overall Summary. The Vendor's Reference List will be considered in conjunction with the Statement when evaluating Qualifications.

The Contractor shall submit a list of the last five (5) references from clients the Contractor has drilled equivalent exploratory borings per Section C-2 of this RFP. The list of references shall include (as applicable) the owner's name and address, project contact name and address, and description of work that should include borehole diameter, type, depth, and the drilling methods.

(2) Drilling Plan

Each vendor shall submit a detailed drilling plan that includes a description of the proposed drilling and well installation methods, the drilling equipment, examples of drilling projects on the Rathdrum Prairie and/or in similar geologic environments where the proposed drilling and well installation methods have been used successfully, and a discussion of how the vendor intends to address problems that might be encountered during the drilling project such as boulder zones.

(3) Cost proposal

Vendor agrees to perform the work of the RFP as described in the specifications and as shown on the plans in accordance with the Cost Proposal sheets contained in this document.

2.2 Questions

Questions must be submitted in writing no later than 3:00 pm MST on August 2, 2006. All questions (if any received) will be answered in the form of an addendum to the RFP and will be posted on the Department's website <http://www.idwr.idaho.gov/> by 5:00 pm MST on August 4, 2006.

All Addendums Must Be Signed and Returned with Proposal

Questions may be submitted by mail, email janet.garrett@idwr.idaho.gov or fax to 208-287-6700.

2.3 Cost Proposal Sheets

COST PROPOSAL

Schedule A – Option 1 T53N R3W Section 16

Item No.	Item Description	Estimated Quantity	Unit	Unit Bid	Total Bid
A1-1	Mobilization and demobilization including site preparation and site rehabilitation	1	Lump sum	\$	\$
A1-2	Drill and drive/remove 14-inch temporary steel casing – air rotary	18	Linear foot	\$ /ft	\$
A1-2	Drill and install 10-inch diameter steel casing – air rotary	500	Linear foot	\$ /ft	\$
A1-3	Drill nominal 6-inch diameter open hole to bedrock – mud rotary	500	Linear foot	\$ /ft	\$
A1-4	Complete well by evacuating mud from borehole, backfilling borehole as needed and perforating 20 feet of 10-inch casing at target level	1	Lump sum	\$	\$
A1-5	Furnish and install surface seal	18	Linear foot	\$ /ft	\$
A1-6	Well development	2	Hour	\$ /hr	\$
A1-7	Furnish and install a 10-inch diameter lockable well cap	1	Lump sum	\$	\$
A1-8	Natural gamma geophysical logging	1000	Linear foot	\$ /ft	\$
A1-9	Total Bid				\$

COST PROPOSAL

Schedule A – Option 2 T53N R3W Section 16

Item No.	Item Description	Estimated Quantity	Unit	Unit Bid	Total Bid
A2-1	Mobilization and demobilization including site preparation and site rehabilitation	1	Lump sum	\$ _____	\$ _____
A2-2	Drill and drive/remove 14-inch temporary steel casing – air rotary	18	Linear foot	\$ _____ /ft	\$ _____
A2-3	Drill and install 10-inch diameter steel casing – air rotary	500	Linear foot	\$ _____ /ft	\$ _____
A2-4	Perforate 20 feet of 10-inch casing at target depth	1	Lump sum	\$ _____	\$ _____
A2-5	Drill and drive nominal 6-inch diameter steel casing to bedrock – air rotary	500	Linear foot	\$ _____ /ft	\$ _____
A2-6	Perforate 20 feet of 6-inch casing at target level	1	Lump sum	\$ _____	\$ _____
A2-7	Furnish and install surface seal	18	Linear foot	\$ _____ /ft	\$ _____
A2-8	Well development	2	Hour	\$ _____ /hr	\$ _____
A2-9	Furnish and install a 10-inch diameter lockable well cap	1	Lump sum	\$ _____	\$ _____
A2-10	Borehole geophysical logging	1000	Linear foot	\$ _____ /ft	\$ _____
A2-11	Total Bid				\$ _____

COST PROPOSAL

Schedule A – Option 3 T53N R3W Section 16

Item No.	Item Description	Estimated Quantity	Unit	Unit Bid	Total Bid
A3-1	Mobilization and demobilization including site preparation and site rehabilitation	1	Lump sum	\$	\$
A3-2	Drill and drive/remove 10-inch temporary steel casing – air rotary	18	Linear foot	\$ /ft	\$
A3-3	Drill and install 6-inch diameter steel casing to target depth – air rotary	1000	Linear foot	\$ /ft	\$
A3-4	Backfill casing as needed and perforate 20 feet of 6-inch casing at target level	1	Lump sum	\$	\$
A3-5	Furnish and install surface seal	18	Linear foot	\$ /ft	\$
A3-6	Well development	2	Hour	\$ /hr	\$
A3-7	Furnish and install a 10-inch diameter lockable well cap	1	Lump sum	\$ /ft	\$
A3-8	Borehole geophysical logging	1000	Linear foot	\$	\$
A3-9	Total Bid				\$

Bid Summary

Item Description	Total Bid
Schedule A- Option 1	
Schedule A - Option 2	
Schedule A - Option 3	

2.4 Equipment and Materials

List below the equipment and material items to be furnished, with the information listed in a table similar to the template below. The Contractor shall utilize acceptable manufacturers. No substitution of the Contractor's listed manufacturer will be permitted without written justification and the approval of IDWR.

Item	Manufacturer	Load Capacity	Year of Manufacture	Year of Purchase

For materials such as drilling fluid additives, grout, and cement, list the product manufacturer (Brand), relevant specifications (e.g., Baroid Quik Gel®, high-yield treated sodium bentonite, etc.), and the proposed use of the product (e.g., drilling fluid additive, grout). Grout used for abandonment shall be a high solids bentonite grout or a mixture of ASTM C150 Type I or II cement with a minimum 5% bentonite content by weight.

Contractor shall be responsible for provide water supply to construction sites and removal of cuttings. Contractor may negotiate with landowners for these responsibilities and shall notify IDWR of negotiation results.

All equipment used on site shall be in working order and decontaminated. All equipment shall be inspected and approved by an IDWR representative prior to Work commencement. All drilling equipment shall have no fluid leaks (including fuel, oil, and hydraulic fluid). If a leak occurs, Work shall immediately stop until the cause of the leak is determined and repairs are made to stop the leak. The Contractor shall be responsible for cleaning impacted spill areas.

FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOUR PROPOSAL NON-RESPONSIVE

2.5 Vendor Reference List

List five (5) most recent projects similar to that covered in the Proposal

YEAR	TYPE/DESCRIPTION OF WORK	VALUE OF WORK PERFORMED	LOCATION (City/State)	PROJECT CONTACT Address and Phone #	OWNER CONTACT Address and Phone #

2.6 Vendor Signature Page

*Vendor*_____

*Street*_____

*City*_____ *Zip Code*_____

*Signature of person authorized*_____

*Phone No.*_____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL

2.7 Proposal Review and Evaluation

Each Proposal will be reviewed and evaluated in accordance with the following:

Evaluation Criteria:	Points Possible
Statement of Firm Qualifications & References	150
Drilling Plan	350
Cost Proposal	500
TOTAL	1000

TECHNICAL EVALUATION AND SCORING

Proposals submitted in response to this request will be evaluated by an evaluation committee comprised of at least three individuals who are qualified to evaluate the technical aspects of the Proposals. The mission of the evaluation committee is to develop a recommendation for award.

COST PROPOSAL EVALUATION

Cost proposals are evaluated using the following formula where maximum points are 500.

Lowest Base Proposal Price = 500 points

Calculations for Next Proposal Price

(Lowest Proposal Price divided by Next Proposal Price) multiplied by 500 = # of points

[Example: (\$10,000/\$12,000) x 500 = 416.66 points]

FINAL RESULTS / BASIS OF AWARD

A final tally is computed by summing scores from the Qualifications, Plan and Supporting Documents, and the Cost Proposal evaluation. The Vendor with the most points is ranked #1. Other Vendor's are ranked accordingly. The highest ranked vendor is considered the vendor to whom a contract may be awarded. All vendors will receive notification of Proposal evaluation.

3.0 - SPECIAL CONDITIONS**TABLE OF CONTENTS**

SC-01	Safety
SC-02	Construction Period and Requirements
SC-03	Location of Contract Work Site
SC-04	Construction Water
SC-05	Pre-Drilling Conference
SC-06	Percentage of Work by Contractor
SC-07	Permits, Certificates and Licenses
SC-08	Contractor Cooperation and Coordination
SC-09	Construction Staking
SC-10	Data To Be Submitted by Contractor
SC-11	Notifications
SC-12	Field Facilities
SC-13	Storage of Materials and Equipment
SC-14	Preservation of Existing Improvements, Restoration of Work Site and Disposal of Spoil and Waste Materials
SC-15	Local Conditions
SC-16	Weather Delays
SC-17	Drilling Equipment and Operating Requirements

SC-01. Safety. Safety of all activities in connection with the Work is of paramount and overriding importance. The Contractor shall be responsible for life and property associated with drilling hazards.

A pre-drilling safety meeting shall be conducted to review the respective safety requirements and to discuss implementation of all health and safety provisions related to this project. The Contractor shall provide its workers with personal protective equipment (PPE), including but not limited to: non-metal hard hat meeting federal OSHA standards (ANSI Z89.1-2003), eye protection meeting federal OSHA standards (ANSI Z87.1-2003), steel-toed safety boots meeting federal OSHA standards (ANSI Z41-1991), and hearing protection at all times during drilling (CFR 1926.101).

Please note that IDWR reserves the right to suspend the Work wholly or in part, for any time period as the IDWR representative deems necessary, due to unresolved safety disputes. No additional compensation or contract time will be allowed for the period the Work is wholly or in part suspended.

Should the contractor continue with the disputed Work after having received a written notice of suspension, any Work performed by the Contractor during the suspension shall be considered as having been done by the Contractor at the Contractor's own risk as a volunteer, and shall not entitle the Contractor to compensation or any other rights under the contract.

The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations and orders established by local agencies, State of Idaho, and Federal Occupational Safety and Health Construction Safety Regulations.

SC-02. Construction Period and Requirements. The contract time is set forth in the Notice Inviting Proposals. **The following documents shall be submitted to IDWR prior to any mobilization:**

- A. Insurance Certificate(s)
- B. Subcontracts before any Work of any subcontractor is started, the Contractor shall submit a copy of each subcontract to IDWR.

SC-03. Location of Contract Work Site. The Work site is in the Rathdrum Prairie in Kootenai and Bonner counties in the vicinity of the areas shown in Attachment 1. The hydrogeologic setting is detailed in Attachment 2, located at the following link:

<http://pubs.usgs.gov/sir/2005/5227/>.

Prior to startup, IDWR will mark the initial drilling location in the field.

SC-04. Construction Water. Contractor shall provide water source and all necessary piping and appurtenances, including pumps, to convey water to the Work Site (or water trucks to haul water to the Work Site, if required). Arrangements for water shall be the sole responsibility of the Contractor, and no additional compensation will be allowed.

SC-05. Pre-Drilling Conference. A pre-drilling conference is not scheduled.

SC-06. Percentage of Work by Contractor. The Contractor shall perform, with his own organization, contract Work amounting to at least 50 percent of the contract price except that any designated 'specialty items' (e.g., geophysical logging) may be performed by subcontract and the amount of any such 'specialty item' so performed may be deducted from the contract price before computing the amount required to be performed by the Contractor with his own organization. Where an entire item is subcontracted, the value of Work subcontracted will be based on the contract unit price. When a portion of an item is subcontracted, the value of Work subcontracted will be based on the estimated percentage of the contract unit price. This will be determined from information submitted by the Contractor and subject to approval by IDWR.

SC-07. Permits, Certificates, and Licenses.

The Contractor shall procure all permits and licenses including drilling permits associated with this Work in accordance with Idaho Well Construction Standards Rules (IDAPA 37.03.09; <http://adm.idaho.gov/adminrules/rules/idapa37/0309.pdf>); and the Contractor shall give all notices necessary and incidental to the due and lawful prosecution of the Work.

It is the responsibility of the Contractor to make himself knowledgeable of and responsible for all IDWR requirements. Contractor shall, execute the Work in strict accordance with IDWR requirements.

SC-08. Contractor Cooperation and Coordination. Contractor shall cooperate with the IDWR, IDWR Representatives and all other jurisdictional agencies. IDWR will have representatives on site to observe and verify compliance with contract documents.

Contractor shall coordinate all Work with the IDWR. **A detailed weekly schedule of proposed Work shall be provided to IDWR the Thursday preceding each week.**

SC-09. Construction Staking. Prior to startup, the IDWR will stake the precise location for the new boring and identify specific areas available for disposal of drill cuttings, if applicable.

Contractor shall notify IDWR a minimum of one week prior to start of drilling to allow ample time for staking. Contractor shall protect all survey monuments (including property corners) and stakes and he shall pay all costs to reestablish any monuments or stakes destroyed or disturbed during drilling.

SC-10. Data to Be Submitted by Contractor. Contractor shall furnish IDWR with submittals for all equipment, equipment components, fabricated materials, and materials to be furnished for review and acceptance by IDWR prior to Contractor performing the Work. Prior to mobilization, Contractor shall submit emergency phone numbers for the drilling superintendent, drilling foreman, and all company principals.

SC-11. Notifications. Contractor shall notify IDWR of impending Work a minimum of one week prior to beginning the Work. Contractor shall notify the IDWR's Inspector at (208) 769-1450.

If IDWR receives complaints from individuals or an agency affected by the project, Contractor shall take immediate action to correct the situation as directed by IDWR. If Contractor receives complaints directly, Contractor shall report it immediately to IDWR. Thereafter, Contractor shall take immediate action to correct the situation as directed by IDWR.

SC-12. Field Facilities. Suitable temporary sanitary facilities shall be provided and appropriately maintained on a regular basis by the Contractor for use by all onsite personnel. At the end of the job, all sanitary facilities shall be completely removed by the Contractor.

SC-13. Storage of Materials and Equipment. Contractor may utilize available land at the Well Site for storage of materials and equipment. Contractor shall coordinate the location of the material and equipment storage area with IDWR.

In the event the Contractor chooses not to store equipment and materials at the well site, the Contractor shall not store materials or equipment on private or public property without written permission from the affected property owners approving such use. Said written permission shall be submitted to and approved by IDWR prior to Contractor moving materials or equipment onto said property.

Contractor's equipment shall be removed from public or private right-of-way and placed in the Contractor's designated storage areas at the end of each workday.

SC-14. Preservation of Existing Improvements, Restoration of Work Site and Disposal of Spoil and Waste Materials. The Contractor shall complete operations so that existing improvements (including roads and other paved surfaces adjacent to or in the vicinity of the Work site are not damaged). Contractor shall repair and restore, at Contractor's expense, all disturbed or damaged private or public improvements that results from Contractor's operations (except that which is specifically a part of the Contract Work) to the satisfaction of the IDWR, or the agency having jurisdiction over said improvements.

All Work sites shall be restored to pre-job conditions and shall meet the requirements of IDWR and property owner(s). The Contractor shall repair or replace damaged equipment as directed by IDWR.

IDWR is obligated to keep visual impact of the Work sites to a minimum; therefore, the Contractor is required to restore all areas altered by construction to pre-existing conditions. Such areas shall include, but shall not be limited to areas used for travel, parking, and storage of vehicles, equipment and materials or adjacent areas impacted by facilities construction.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from project operations, including rubbish, packaging materials, discarded equipment parts, and damaged construction materials, in a manner and at locations suitable to IDWR and all health and other regulatory agencies.

SC-15. Local Conditions. The Contractor shall assess, by personal investigation, local conditions affecting the Work. Neither the information contained in this the section nor that derived from any maps or plats, or from IDWR or employees shall act to relieve Contractor of any responsibility herein or from fulfilling any and all of the terms and requirements of this Contract.

Nuisance water, such as rainfall, irrigation water, or local surface runoff may occur within drilling areas during the period of Work under this contract. The Contractor, by submitting his Proposal, will be held to have investigated the risks arising from such water and shall take all due measures to prevent delays in progress of the Work caused by such waters.

The Contractor shall exercise caution when trenching, digging, and drilling and shall notify IDWR prior to commencement of this Work. **All excavation by the Contractor shall be preceded by utility marking by contacting One Call Concepts – Idaho at (800) 626-4950 or (800) 822-1974.**

The Contractor shall provide tanks of suitable size to hold all drilling fluids and cuttings. Dug pits for this purpose are not permitted. The Contractor shall be completely responsible for containment, removal, and disposal of all spent drilling fluid and cuttings in accordance with applicable rules, regulations and these specifications.

SC-16. Weather Delays. The Contract time includes five (5) days for weather related delays.

SC-17. Drilling Equipment and Operating Requirements. Equipment furnished by the Contractor shall be in good repair and working order and shall be approved by IDWR. Equipment provided for the Work shall be of contemporary design for direct mud rotary drilling. Well materials shall be certified clean or decontaminated. Well casing, screens, and accessories shall be stored in a non-contaminated area, elevated off the ground, and covered with clean, new plastic sheeting. Any well casing, screens, or accessories that are subsequently contaminated by contact with the ground or other potentially contaminated media, shall without exception be cleaned again prior to use.

If needed, the Contractor shall provide, at the Contractor's expense, all electric power required for drilling, testing, general lighting, security lighting, and for any other purposes whether supplied through temporary or permanent facilities. The Contractor shall arrange with the local utility to provide the required electrical service at mutually agreeable locations. The Contractor shall then provide adequate job site distribution facilities for the power, which conform to applicable codes and safety regulations.

TECHNICAL SPECIFICATIONS

SECTION 4.0 – TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TS-1.0 GENERAL

- TS-1.01 DESCRIPTION
- TS-1.02 DRILLING WORK SUMMARY
- TS-1.03 CONTRACTOR EQUIPMENT
- TS-1.04 CONTRACTOR RESPONSIBILITIES
- TS-1.05 RECORDS
- TS-1.06 SUBMITTALS
- TS-1.07 SUPERVISION AND COOPERATION

TS-2.0 DRILLING (Technical Provisions)

- TS-2.01 MOBILIZATION
- TS-2.02 BOREHOLE DRILLING
- TS-2.03 DRILLING FLUID
- TS-2.04 BOREHOLE GEOPHYSICS
- TS-2.05 MONITORING WELL INSTALLATION AND DEVELOPMENT
- TS-2.06 STANDBY TIME

TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

TS-1.01. Description. The Contractor shall provide all labor, equipment, materials, and forces necessary to drill and install the monitoring well.

TS-1.02. Drilling Work Summary. The general work required for drilling and testing shall include, but may not be limited to the following:

- A. Move on and off the sites.
- B. Setup and maintain temporary sanitary facilities.
- C. Provide temporary pipeline and appurtenances (or water trucks) required to convey water to the sites, as needed for drilling.
- D. Drill and complete the well as directed by the IDWR Representative.
- E. Be on standby when borehole geophysical logs are run in the well.
- F. Backfill portions of the well using the tremie method, as directed by the IDWR Representative.
- G. Complete final site cleanup and restoration to the satisfaction of IDWR.
- H. Provide all records required by the Specifications and requested by IDWR.

TECHNICAL SPECIFICATIONS

TS-1.03. Contractor Equipment.

A. General

The Contractor shall provide all equipment, tools, supplies, materials, power and personnel required to complete the Work. The Contractor shall provide temporary field sanitary facilities as described in the Special Conditions.

B. Drilling Equipment

The Contractor will provide a complete drilling unit, all tools, accessories, power, lighting, water, other equipment and experienced personnel necessary to conduct efficient drilling operations at the site.

The drilling equipment shall be in good condition and of sufficient mast capacity to drill the boreholes to a depth of up to 1,000 feet below ground surface and hang the well casing required by these specifications. All drilling equipment including mast and draw-works, air compressors, drilling fluid pumps, drill pipe, etc., must be of requisite size, sufficient capacity, and in suitable condition to drill and set casing.

The Contractor shall submit, upon request, detailed information documenting the capacity of the various components of the rig used including, but not limited to, derrick/mast capacity, drill pipe type and rating, all line and hook load capacities, air compressor rating, mud pump capacity, etc. All drill pipes must utilize threaded flush or upset tool joints, or equal, as approved by IDWR.

Drilling equipment shall be pressure washed on site prior to drilling. IDWR shall approve disinfection methods and any chemicals and dosages employed.

C. Mud Tanks (if applicable)

Excavated mud pits will not be allowed. Portable tanks are required which separate solids from the drilling fluid. The tanks will have a minimum of three chambers and have sufficient capacity to allow for proper settling of drill cuttings. The tanks will be cleaned periodically to ensure that the drilling fluid remains clean prior to its re-entry into the borehole. At no time shall the height of the material settled in the tanks exceed two feet. Drilling fluid re-circulated to the borehole shall not contain in excess of 5 percent sand. **Materials cleaned from the tanks shall be hauled off-site for proper disposal at the Contractor's expense.**

TS-1.04. Contractor Responsibilities.

- A. The Contractor is solely responsible for making all necessary provisions for mobilizing onto and demobilizing from the site with their equipment, tools, supplies, materials, and personnel.

TECHNICAL SPECIFICATIONS

- B. **The Contractor shall haul away all drill cuttings and drilling fluids for proper disposal. Drill cuttings shall not be spread on the site areas unless specifically authorized by IDWR.**
- C. The Contractor will submit all required reports and data to IDWR and other appropriate agencies.
- D. The Contractor is responsible for having inspected the sites and local conditions prior to submitting a bid and commencing drilling activities.
- E. The Contractor shall keep IDWR and the IDWR's Representative continuously informed of the on-site work schedule so that drilling and testing activities can be monitored as required by IDWR.
- F. The Contractor is responsible for any damage to properties adjacent to the drilling sites caused by Contractor activities associated with the work described herein and shall restore these properties to their original condition.

TS-1.05. Records. The Contractor shall keep a **daily** log and progress record at each site readily available for inspection during drilling and testing of the borehole.

Specific records associated with each on-site activity are listed in Table 1-List of Submittals. In general, the Contractor shall keep records providing the following information

- A. Driller's description of formation materials sampled at 10-foot intervals and at each
- B. major change of formation.
- B. Log of drill bit types, diameters and changes.
- C. If pertinent, drilling fluid properties at 4-hour intervals including mud weight, Marsh funnel viscosity, sand content, solids content, filter cake thickness, 30-minute water loss, and water additions and mud additives used.
- D. As-built monitoring well construction diagrams.
- E. Details of borehole abandonment.

TS-1.06. Submittals. All records shall be available IDWR at all times at the job site. Table 1 lists submittals required for specific borehole drilling and abandonment activities. All records shall be legible, typed as appropriate, and submitted to IDWR on 8 1/2" x 11" paper.

TECHNICAL SPECIFICATIONS

TABLE 1 Summary of Submittals

Work Phase	Submittal	Specification Section(s)	Submittal Schedule
Notice of Award	List of Proposed Subcontractors (mud engineer, geophysical logger, etc.)	SC-.06, TS-2.04	Submit names of subcontractors within 10days of Notice of Award
All	Daily Activity Reports	All Phase of Work	Daily reports grouped and submitted weekly
Mobilization	Well Driller's Permit from Idaho Department of Water Resources	TS-1.06, TS-2.01	Due prior to mobilization
Borehole Drilling	Formation Sampling	TS-1.06, TS2.02	Due in the field as sampled
	Lithologic Log and Drilling Rate Log	TS-1.06, TS-2.02	Due in the field each day
Borehole Geophysics	Geophysical Log	TS-2.04	Due following completion of borehole
Monitoring Well Installation	As-built well construction diagram including a record of placement and volume of grout	TS-2.05	As-built diagram due within one week of completion
Borehole Abandonment	Final Schedule of abandonment and Materials (including cement weigh tickets)	TS-2.06	Cement weigh tickets due upon material delivery on-site, abandonment summary due within one week of completion

TS-1.07. Supervision and Cooperation. The Contractor shall provide a qualified and experienced foreman and drilling superintendent, one of whom shall be constantly in attendance throughout drilling and installation of the monitoring well.

In addition to directing all drilling and well installation, the foreman shall be capable of coordinating the work with all personnel, subcontractors, and IDWR so that the overall project is successfully executed and completed without undue conflicts or delays.

TECHNICAL SPECIFICATIONS

TS-2.0. Drilling (Technical Provisions). Materials and procedures for drilling and installing exploratory borehole and monitoring well are presented in the following sections. Some items may not apply depending on the option proposed by the Contractor.

TS-2.01. Mobilization.

PART 1 - GENERAL

A. Description

Mobilization shall include: (1) transportation of personnel, equipment, and operating supplies to and from the site, (2) establishment of temporary power (if needed) and portable sanitary facilities, (3) obtaining an adequate source of fresh water for drilling, and (4) other preparatory work required to drill a new borehole and install and develop a new monitoring well including equipment and related facilities.

B. Submittals

Drilling Permits from the State of Idaho Department of Water Resources.

C. Measurement and Payment

Payment for mobilization shall be at the lump sum price bid.

PART 2 – MATERIALS

Requirements for Contractor equipment are specified in Section TS-1.03.

PART 3 - EXECUTION

- A. The Contractor shall provide portable sanitary facilities for use by all personnel connected with this project. These facilities shall remain in place during all phases of the work.
- B. The Contractor shall keep the Work site free from accumulation of waste materials, rubbish, and other debris resulting from the work. At completion of the work, the Contractor shall remove all waste materials, rubbish, and debris from and about the site as well as all tools, construction equipment, fuel tanks, machinery, temporary structures, and surplus materials. The Contractor shall leave the site clean and ready for use by IDWR. The Contractor shall restore all temporary work areas at the site to their original condition.
- C. The Contractor shall prevent damage to the site and adjacent properties associated with pumping water during drilling or testing or due to interruption or diversion of storm or wastewater during execution of the work.

TECHNICAL SPECIFICATIONS

- D. Dirt and sediment shall be kept out of water disposal/drain lines at all times. The Contractor shall properly dispose of all drill cuttings, waste, and nuisance water.
- E. Drill cuttings and drilling fluids shall be removed from the site and properly disposed by the Contractor as required by IDWR.

TS-2.02. Borehole Drilling.

PART 1 - GENERAL

A. Description

Three alternatives appear viable for drilling of the well to basement with completion of the well about 40 feet below the water table. These alternatives are described below. Vendor shall submit Cost Proposal sheets for the selected alternative(s).

- Option 1: Use two strings of casing to complete the well using an air rotary rig. The steps of construction are as follows.
 - Set temporary 14-inch diameter casing to the required seal depth (minimum of 18 feet).
 - Drill and drive 10-inch diameter casing to the maximum depth possible. Use a down-hole perforator to perforate the casing in the desired depth interval.
 - Drill and drive 6-inch diameter casing to bedrock. Use a down-hole perforator to perforate the casing in the desired depth interval.
 - Place a seal (bentonite or cement) within the bottom portion of the 6-inch casing and the bottom portion of the annular space between the 6 and 10-inch casings.
 - Develop the well.
 - Place the surface seal as the surface casing is removed.
 - Furnish and install a 10-inch diameter lockable well cap.
- Option 2: Use an air rotary rig to drill the upper portion of the well and a mud rotary rig to drill the lower portion. The steps of construction are as follows.
 - Set temporary 14-inch diameter casing to the required seal depth (minimum of 18 feet).
 - Drill and drive 10-inch diameter casing using an air rotary rig to about 60 feet below the water table (the bottom of the target perforated interval).
 - Drill a nominal 6-inch diameter borehole to bedrock using a mud rotary rig.
 - Remove the drilling mud from the hole and evaluate the degree to which the borehole collapses up to the bottom of the 10-inch diameter casing. Backfill the open borehole if needed. Place a seal (bentonite or cement) within the bottom portion of the casing.
 - Use a down-hole perforator to perforate the 10-casing in the desired depth interval and develop the well.
 - Place the surface seal as the surface casing is removed.
 - Furnish and install a 10-inch diameter lockable well cap.

TECHNICAL SPECIFICATIONS

- Option 3: Use a single string of 6-inch diameter casing for the entire well. An air rotary rig would be used equipped with a ring bit. The steps of construction are as follows.
 - Set temporary 10-inch diameter casing to the required seal depth (minimum of 18 feet).
 - Drill and drive 6-inch casing to bedrock.
 - Place a seal (bentonite or cement) within the bottom portion of the casing.
 - Use a down-hole perforator to perforate the 6-casing in the desired depth interval and develop the well.
 - Place the surface seal as the surface casing is removed.
 - Furnish and install a 10-inch diameter lockable well cap

B. Submittals

1. Daily activity report.
2. Samples of formation materials.
3. Results of sieve analysis of formation samples, if required.
4. Lithologic log.
5. Drilling rate log.

C. Measurement and Payment

Payment for borehole drilling will be based on measurement of vertical feet of borehole drilled (as verified by the downhole geophysical logs, if applicable). Payment shall include all materials, labor, tools, and equipment required to drill and test the borehole, collect formation samples, conduct sieve analysis of formation samples (if required), maintain circulation, and protect the borehole from collapse.

PART 2 - MATERIALS

A. Drilling Fluid

The Contractor shall maintain controlled drilling fluid characteristics during the entire drilling operation as specified in Section 2.03, Drilling Fluid.

TECHNICAL SPECIFICATIONS

B. Borehole

Boreholes shall be advanced deep enough to encounter bedrock (either granite or basalt) or to a depth determined by the IDWR Representative. Drilling into bedrock shall continue at the discretion of the IDWR Representative to ensure the subsurface material is in fact bedrock instead of a large boulder or a shallow basalt zone. The Contractor shall take all measures necessary to protect the borehole from caving or raveling. The Contractor shall maintain a record showing any variation in the addition and amount of approved clays or chemical products or water required during drilling. The depths at which such changes are required shall be shown in the daily reports.

C. Formation Sampling

1. Samples of drill cuttings shall be collected over each 10-foot interval and at each major change in formation from the ground surface to the full depth of the borehole. IDWR shall approve the method of sample collection. **Samples collected off a shaker screen are not acceptable unless specifically approved by IDWR.** Samples shall be preserved in one-gallon size, **heavy (freezer) weight, zip-lock type**, plastic bags labeled with the boring name, date, time, and depth interval. Collected samples shall be stored in a manner to prevent breakage or loss.
2. Upon completion of the borehole, a borehole geophysical natural gamma log shall be run as identified in Section TS-2.04.

TS-2.03. Drilling Fluid.

PART 1 - GENERAL

A. Description

This section describes requirements for fluid used during drilling.

B. Submittals

Concurrently with contract submittals, the Contractor shall provide a description of the drilling method and fluids to be used. The drilling fluid program described shall include: (1) information regarding the types of fluid to be used, (2) intended fluid weights, viscosities, maximum filter cake thickness, maximum 30-minute water loss, and sand and solids contents, (3) name of the supplier of the drilling fluid additives, and (4) name and qualifications of the mud engineer the Contractor would intend to use, if required.

TECHNICAL SPECIFICATIONS

C. Measurement and Payment

Payment for maintaining, testing, and disposal of drilling fluids shall be included in the unit prices for drilling (see Cost Proposal sheets).

PART 2 - MATERIALS

A. Drilling Fluid

1. Only fresh, potable water shall be used in the drilling fluid whether employed alone or in combination with drilling additives. Only high grade approved commercial clays or commercial chemical products shall be used in the make-up of any drilling fluid. **Organic drilling additives shall not be used unless previously approved by IDWR.** Drilling with a mixture of water and unprocessed mud, clay or other material will not be permitted.
2. The drilling fluid shall possess such characteristics as are required to (a) adequately maintain the walls of the borehole to prevent caving, (b) permit recovery of representative samples of drill cuttings, (c) prevent the swelling of clay zones, and (d) prevent loss of shear strength or other borehole stability problems. All drilling fluid test equipment and procedures shall be equal to those used in the oil well drilling industry.3. The drilling fluid shall have properties in accordance with API Code RP 13B (or recent modification), "Recommended Standard Procedure for Testing Drilling Fluids."

PART 3 – EXECUTION

- A. All drilling cuttings and drilling mud shall be properly disposed by the Contractor outside the limits of work site in accordance with applicable ordinances and regulations of governmental agencies having jurisdiction. No additional compensation will be paid to the Contractor for fluid disposal or treatment prior to disposal.

TS-2.04. Borehole Geophysics

PART 1 - GENERAL

A. Description

This item includes completion of geophysical logging conducted in the bedrock borehole by geophysical contractor retained by the Contractor and approved by IDWR. Geophysical surveys to be completed in the uncased borehole shall include natural gamma.

B. Submittals

1. Within ten (10) days of Notice of Award, the Contractor shall submit to IDWR the name and qualifications of the firm proposed for geophysical logging.

TECHNICAL SPECIFICATIONS

2. The Contractor shall provide five (5) hard copies and an electronic copy (e.g., on compact disk) containing survey results in a digital format(s) approved by IDWR for interpretation upon completion.

C. Measurement and Payment

1. Payment for geophysical surveys will be on a per foot basis (see Cost Proposal sheets). Payment shall include full compensation for fluid circulation, removal of drill string, operation of the drilling rig and other equipment, furnishing and operating geophysical logging equipment as specified, field and final copies of the surveys, digital copies of the surveys, and providing whatever assistance may be required to complete the surveys.
2. There will be no additional payment for rig time and idle time while waiting for the surveying firm to arrive or while the surveys are being conducted.
3. Upon receipt of copies of geophysical surveys and results of sieve analysis (if applicable), IDWR may require an evaluation period up to 36 hours to interpret the data and prepare schedules for a final well design, as applicable. No standby time will be paid during the evaluation period. Standby time will be paid for each hour after the specified evaluation period for which the Contractor waits to receive instructions.

PART 2 - MATERIALS

The vertical scale of the logs shall be 50 feet per inch. The horizontal scale shall be appropriate to log type and subsurface conditions encountered as approved by IDWR.

PART 3 - EXECUTION

- A. Upon completion of the bedrock borehole, downhole geophysical surveys shall be conducted at the discretion of the IDWR Representative. Before conducting geophysical surveys, the Contractor shall cease drilling and circulate fluid for not less than one (1) hour.
- B. The geophysical surveys shall be conducted in the presence of IDWR. The surveys shall become the property of IDWR at the time the surveys are completed.
- C. The logging speed for all surveys shall be 40 feet per minute, unless otherwise approved by IDWR.
- D. If a survey probe fails to descend to the completed depth of the borehole, the Contractor shall at the Contractor's own expense, re-condition the borehole to permit the probe to descend to the maximum depth drilled or other depth approved by IDWR. No additional payment will be made for time required to clean or condition the borehole for logging.

TECHNICAL SPECIFICATIONS

- E. The Contractor shall provide whatever assistance may be necessary to complete the geophysical surveys.
- F. The Contractor shall ensure the stability of the pilot bedrock borehole during the analysis period following completion of the geophysical surveys.
- G. Within the evaluation period specified in the provision supplement(s), IDWR will submit to the Contractor a written schedule for the final monitoring well design. Schedules submitted may be based upon an evaluation of formation samples, results of sieve analyses, and the downhole geophysical survey.
- H. **If available information indicates well completion is not warranted, IDWR reserves the right to terminate further work under the contract.** In this event, the borehole will be destroyed in accordance with Section 2.07 of the Technical Specifications.

TS-2.05. Monitoring Well Installation and Development.

PART 1 - GENERAL

A. Description

This item includes installation and development of 1 monitoring well.

B. Submittals

1. All documentation required certifying new materials (casing and screen).
2. Daily field log.
3. As-built well construction diagram.

C. Measurement and Payment

Payment for monitoring well construction and development will be based on the unit price bid (see Cost Proposal sheets). Payment shall include full compensation for monitoring well construction and development.

PART 2 - MATERIALS

- A. The Contractor shall provide all labor, equipment, materials, and forces necessary to provide IDWR with a new, complete, and fully developed monitoring well.
- B. The new monitoring well shall be constructed in compliance with Idaho Well Construction Standards, **IDAPA 37.03.09**, <http://adm.idaho.gov/adminrules/rules/idapa37/0309.pdf>. All modifications or waivers granted from the State of Idaho shall be followed per specific instructions from the State. The monitoring well construction shall be conducted in the presence of IDWR.

TECHNICAL SPECIFICATIONS

PART 3 – EXECUTION

- A. The monitoring well is anticipated to be completed at a depth of approximately 360 below ground surface. The well shall be completed at the depth, and with the screened interval, determined by the IDWR Representative.
- B. IDWR's Representative will determine the final depth of openings and well casing placement.
- C. A sanitary grout seal will be placed at depths directed by IDWR's Representative.
- D. After construction, the well will be secured with a locking well cap and an above-grade well monument shall be installed.
- E. The well will be developed by air pumping.

TS-2.06. Standby Time.

PART 1 – GENERAL

A. Description

During the progress of drilling and monitoring well installation, it may be necessary for the IDWR to perform work that will require the drilling crew and equipment to stand idle. In such event, IDWR will request in writing the Contractor cease operations and will state the anticipated extent or duration of the idle period. The Contractor shall promptly cease operations.

B. Submittals

- 1. Daily log summarizing idle resources (description, basis of claim and hours).
- 2. Written claim for standby time.

C. Measurement and Payment

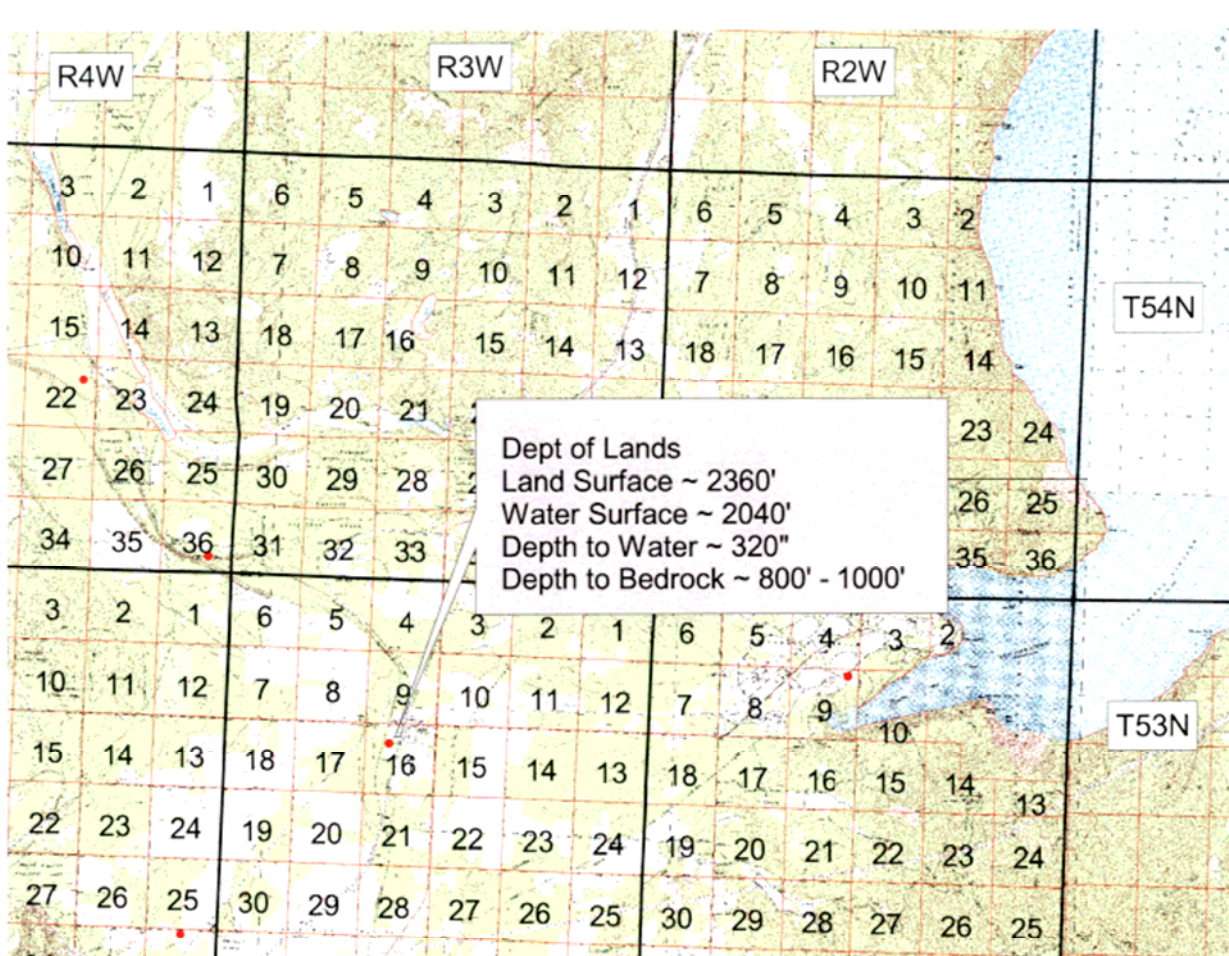
Payment for standby time shall be based upon the hourly rate bid and the number of hours approved by IDWR.

END OF SECTION

TECHNICAL SPECIFICATIONS

Attachment 1

Map of Drilling Location



TECHNICAL SPECIFICATIONS

Attachment 2

<http://pubs.usgs.gov/sir/2005/5227/>

TECHNICAL SPECIFICATIONS

Attachment 3

Standard Terms and Conditions

June 1, 2005

STANDARD CONTRACT PROVISIONS DEPARTMENT OF WATER RESOURCES

I. DEFINITIONS

- A. "Project Coordinator" shall mean that person appointed by the Department to administer this Contract on behalf of the Department and the term includes, except as otherwise provided in this Contract, an authorized representative of the Project Coordinator acting within the limits of his authority.
- B. "Subcontractor" shall mean one, not in the employment of any party to this Contract, who is performing all or part of those services under this Contract under contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

II. PROJECT COORDINATION

- A. All communications given to a party's Project Coordinator shall be as binding as if given to the party.
- B. The Department's director or anyone authorized to act on his behalf, may change the Department's Project Coordinator at any time by written notice served on the Contractor. This entity may change its Project Coordinator by prior written notice served on the Department.
- C. The Contractor's Project Coordinator shall be the entity's representative for administration of this Contract and shall have full authority to act on behalf of the Contractor, unless specified otherwise in the main body of the Contract.

III. LIMITATION OF PROGRAM FUNDS

- A. The Contractor acknowledges that the Department cannot obligate funds prior to obtaining funding approval.
- B. The Department certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- C. The Contractor agrees that all obligations of the Department, including the continuance of payments under this Contract, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the Department, the Department may immediately terminate this Contract or amend it accordingly. In no event shall the Department be liable for any payments in excess of approved or appropriated funds available for this project.

IV. TERMINATION FOR CONVENIENCE

- A. The Department may terminate for its convenience this Contract in whole or in part. In such event, the Department shall serve a written Notice of Termination on the Contractor by deposit in the United States mail, certified mail, return receipt requested, with proper postage affixed. Notice of Termination shall be deemed served upon its receipt.

- B. The Contractor shall not incur after the date of service of the Notice of Termination any noncancellable obligations, except as authorized in the written Notice of Termination.
- C. A Notice of Termination shall be effective for professional and other services authorized in the Contract on the date of service of Notice of Termination.
- D. If a Termination for the convenience of the Department is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- E. In the event of termination, both the Department and the Contractor shall submit a Final Report detailing all completed work on service required by this Contract.

V. **TERMINATION FOR DEFAULT**

- A. In addition to any termination of this Contract in accordance with Paragraph IV hereof, the Department may terminate this Contract in whole or in part because of the failure of the Contractor to fulfill its obligations. Upon receipt of such termination by the Department, the Contractor shall immediately discontinue all services affected. Oral notice of termination by the Department is effective when given, but in such a case, the Department shall confirm with written Notice of Termination by deposit in the United States mail, certified mail, return receipt requested.
- B. If a termination for default is effected, an equitable adjustment in the payments authorized in this Contract shall be made. Such adjustments shall provide for payment to the Contractor for services rendered prior to the effective date of termination of the Contract and for all noncancellable obligations incurred prior to receipt of a Notice of Termination.
- C. The rights and remedies of the Department provided in this Contract are in addition to any other rights and remedies provided by law or under this Contract.

VI. **INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the Department and the State of Idaho, its officers, agents or employees from all liability and expense, including attorney fees, on account of claims, suits and costs growing out of or connected with negligent acts, errors, or omissions by the Contractor or its employees if any, provided, however, that the Department shall not be relieved hereby from liability for its own negligence and that of its employees.

VII. **NO PERSONAL LIABILITY**

Contractor specifically understands and agrees that in no event shall any official, officer, employee or agent of the Department be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Contract, express or implied.

VIII. **TAXES**

The Contractor, with respect to its employees and those of its subcontractors, if any, shall pay, indemnify and hold the Department harmless from the payment of all taxes and contributions imposed by federal and state laws, including social security taxes, with respect to said employees and their remunerations, including all interest and penalties payable under said laws as the result of noncompliance therewith.

IX. **WORKER'S COMPENSATION INSURANCE**

Unless the Contractor is exempt under the provisions of I.C. § 72-212, the Contractor warrants that it has purchased worker's compensation insurance for Contractor and all employees engaged in the performance of this Contract and shall provide the Department with a Certificate of Insurance to verify the same within 15 days of the execution of this Contract. The Contractor shall notify the Department's Project Coordinator within five (5) days of any change in the status of its worker's compensation insurance.

X. **INSURANCE**

The Contractor shall maintain insurance of the types and in the amounts typically maintained by others in the same occupation or profession as the Contractor, including, but not limited to, comprehensive general liability insurance in the minimum amount of \$1,000,000 per occurrence, and professional malpractice insurance, if applicable, all with insurance companies properly licensed to do business in Idaho.

XI. **RELATIONSHIP OF THE PARTIES**

A. The parties intend to create by the terms of this Contract an independent contractor relationship between the Department and the Contractor.

B. The parties do not intend to create by the terms of this Contract the relationship of employer and employee. The Contractor shall be responsible to withhold all monies required by law for FICA and income tax purposes.

XII. **ASSIGNMENT OF BENEFITS AND DELEGATION OF DUTIES**

A. The Contractor shall not delegate any duties under this Contract or assign any benefits, including any moneys due or to become due hereunder, without the prior written consent of the Department.

B. In the event a delegation of duties or an assignment of benefits is approved by the Department, the Contractor agrees to bind every such delegate or assignee to comply with the terms and conditions of this Contract.

XIII. **WAIVER, MODIFICATION OR AMENDMENT**

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

XIV. **COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the

Department shall have the right to annul this Contract without liability or in its discretion to deduct from the price of consideration, or other wise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. **PUBLIC RECORDS**

Pursuant to Idaho Code section 9-335 *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure as a trade secret or proprietary. Contractor shall clearly designate individual documents as "trade secret" or "confidential" and Contractor agrees to indemnify and defend the State for honoring such a designation. The failure to designate any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release.

XVI. **RIGHTS IN DATA**

- A. The Contractor agrees that all data, plans, drawings, specifications, reports, operating manuals, notes and other written documents produced in the performance of this Contract or in contemplation thereof, are subject to the rights of the Department set forth in this paragraph.
- B. The Department shall have the right to reproduce, publish and use all such documents or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.
- C. The Department agrees to identify the Contractor or designate appropriate authorship, on all materials reproduced and published that are a direct product of the work performed under this Contract.

XVII. **RETENTION OF RECORDS AND ACCESS TO FACILITIES, PREMISES AND RECORDS**

- A. The Contractor shall establish and maintain project budget accounts and records for work and services required by this Contract in accordance with generally accepted accounting principles and practices. Records shall be retained by the Contractor throughout the term of this Contract and for a period of three (3) years following final settlement.
- B. At all reasonable times during the term of this Contract and for a period of three (3) years following final settlement, the Department, State of Idaho, and their authorized representatives shall have access at the Contractor's offices to its records related to the services performed under this Contract for the purposes of inspection, audit and copying by the Department, State of Idaho, and their authorized representatives. In addition, the Contractor is required to comply with the requirements of the federal "Single Audit Act of 1984." The Department may make available to the Contractor the Single Audit requirements upon completion of the Contractor's fiscal year.

XVIII. **ATTORNEYS' FEES**

In the event of a legal proceeding of any kind instituted under this Contract or to obtain performance of any kind under this Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

XIX. **FORCE MAJEURE**

Neither party shall be liable for or deemed to be in default for any delay or failure to perform under this Contract if such delay or failure to perform results from an act of God, civil or military authority, act of war, riot, insurrection or other occurrence beyond that party's control. In such case, the intervening cause must not be caused by the party asserting it and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

XX. **ENTIRE AGREEMENT**

This Contract sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

XXI. **SEVERABILITY**

If any part of this Contract is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

ATTACHMENTS

XXII. **NO WAIVER**

The waiver of any breach or default of this Contract shall not be construed as or deemed to be a waiver of any subsequent breach or default.

XXIII. **EFFECT OF SECTION HEADINGS**

The section headings appearing in this Contract are not to be construed as interpretations of the text but are inserted for convenience and reference only.

XXIV. **GOVERNING LAW**

This Contract shall be governed as to validity, construction and performance by the laws of the State of Idaho. The venue of any action brought by any parties to this Contract shall be in a State of Idaho District Court or the United States District Court for the District of Idaho.

XXV. **NOTICES**

All notices shall be sent certified mail, postage prepaid, return receipt requested to:

Idaho Department of Water Resources
Attn: Ranae Sanders
P O Box 83720
Boise, ID 83720-0098
